

LEGAL NOTICE

CITY OF NEW CARROLLTON

Request for Proposals: RFP# FY2019-02 Residential Recycling Collection

The City of New Carrollton is seeking proposals from experienced refuse haulers for the collection of recyclable materials from single-family residential units within the City and the transportation of those materials to the Prince George's County Materials Recycling Facility. The Request for Proposals may be obtained from the City's website (<http://www.newcarrolltonmd.gov>), in person from the City Administrative Officer, New Carrollton City Municipal Center, 6016 Princess Garden Parkway, New Carrollton, Maryland 20784 or from eMaryland Marketplace (<https://emaryland.buyspeed.com>), after 9:00 a.m. on May 10, 2019.

Proposals will be received in the Office of the City Administrative Officer at the New Carrollton City Municipal Center, at the address noted above, in a sealed envelope marked: "Residential Recycling Collection Proposal" until 3:00 p.m. June 7, 2019. Please provide one original on double-sided paper and one digital copy on a USB drive. Proposals shall be consistent with the scope of services contained in the Request for Proposals (RFP). The City reserves the right to reject any and all proposals and to reduce or modify the scope of services.

The City will hold a pre-bid conference on May 22, 2019 in the City Municipal Center to discuss the services requested. The pre-bid conference is not mandatory, but it is strongly suggested that interested contractors attend. Please reply to bcochran@newcarrolltonmd.gov if you plan to attend.

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at bcochran@newcarrolltonmd.gov by 5:00 p.m. on Wednesday, May 29, 2019. Answers will be posted to the City's website no later than 5:00 p.m. on Friday, May 31, 2019.

The City encourages all minority, women, and disadvantaged business owners to submit proposals.

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1. INTRODUCTION

The City of New Carrollton is seeking an experienced refuse hauler for the collection of recyclable materials from all single-family homes in the City of New Carrollton, which is estimated to be approximately 2,145, the City Municipal Center, and the Public Works Facility and the transportation of those materials to the Prince George's County Materials Recycling Facility. The City currently averages 58.37 tons of recycled materials picked up per month with a peak of 74.07 tons in August and a low of 42.19 tons in January of the last fiscal year. The City currently follows the guidelines of Prince George's County Recycling for acceptable and unacceptable material for a list visit <https://www.princegeorgescountymd.gov/571/Acceptable-Items>.

The City consists of 25 miles of streets with parking on both sides of the streets. There are streets that are one lane due to street parking on both sides. The city has residents on both sides of the beltway and the City Municipal Center is on Princess Garden Parkway. There are numerous cul-de-sacs and dead end streets within the city.

2. SCOPE OF SERVICES

The scope of services is to cover the residential housing units, City Municipal Center, and Department of Public Works.

The specific program elements are as follows:

- A. Provide Residential Recycling Pickup. The scope of services includes the collection of recyclable materials from all single-family homes in the City of New Carrollton, which is estimated to be approximately 2,145, City Municipal Center, and Public Works Facility.
- B. Collection Routes and Schedule. The City will be divided into two areas for recyclable collections, consistent with City trash pickup collection zones. The areas shall be designated Areas 1 and 2. Area 1 will be serviced on Thursdays and Area 2 will be serviced on Fridays. The recyclable materials shall be picked-up each week on Thursdays (Area 1) and Fridays (Area 2). Collections shall not start before 7 AM.
- C. Recycling Containers. The residents will use City provided totes (blue with yellow top) for their recycling and will bring them to the curb on pickup days. Residents may put out additional bins containing recyclable materials or recyclable items. In the event that a resident requires an additional Toter or a replacement Toter, one may be purchased from the City.
- D. Handicap Citizen List. The selected contractor will be provided a list of handicapped individuals that are unable to bring recycling containers to the curb. The contractor will retrieve the recycling container(s) from either the side yard or back yard of the house and return the recycling can(s) to the same spot.
- E. Recycling Guidelines. The selected contractor will pick recyclable materials and transport them to the MRF in accordance with the rules of the Prince Georges County Materials Recycling Facility, the Prince George's County Recycling Program and the MES MRF Agreement for Acceptance of Single Stream Collection Material. The selected contractor will assume and be liable for any fines or fees assessed against the City that are associated with unacceptable material being delivered to the MRF.
- F. Recycling Center (MRF). The selected contractor will ensure that only City of New Carrollton recycling is on the truck when taken to the Recycling Center and will provide the City with copies of the weight tickets for each trip.
- G. Tipping Fees. Tipping fees assessed for the provision of services in accordance with this RFP shall be billed separately.

3. GENERAL REQUIREMENTS FOR RECYCLING CONTRACTS

Proposers should provide documentation that they have held contracts for hauling recyclables from residential dwelling units for at least three (3) years previous to the Proposal due date. Haulers of recyclable materials must be in compliance with all Federal, State, and County requirements for hauling of recyclables.

A. Collection Vehicle Equipment Requirements:

- Vehicles shall be covered so that the recyclable materials do not drop or blow onto any public street or private property during transport and shall be clearly signed on both sides as a recycling. Collection vehicle. In addition, all collection vehicles used in the performance of the Contract shall:
 - Be duly licensed and inspected by Prince Georges County;
 - Operate within the weight allowed by Maryland statutes and local ordinances; and be kept clean and as free from offensive odors as possible.
- Each Collection vehicle shall be equipped with the following:
 - a. Two-way communications device.
 - b. First aid kit.
 - c. An approved fire extinguisher.
 - d. Warning flashers.
 - e. Warning alarms to indicate movement in reverse.
 - f. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops”.
 - g. A broom and shovel and a fluids clean up kit for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order. All vehicles must be clearly identified on both sides with the Contractor’s name and telephone number prominently displayed. The lettering must be at least three inches in height.

B. Personnel Requirements:

- a. Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the recycling route drivers. The Route Supervisor will be available to address customer complaints each day. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.
- b. Contractor’s personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- i. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- ii. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Maryland, and local governing boards.
- iii. Be clean and presentable in appearance, as so far as possible.
- iv. Wear a uniform and employee identification badge or name tag.
- v. Drive in a safe and considerate manner.
- vi. Manage Curbside Recycling Containers in a careful manner so as to avoid spillage and littering or damage to the container. Containers should not be thrown once emptied.
- vii. Monitor for any spillage of materials or fluids and be responsible for cleaning up any litter, breakage or spills including fluid spills.
- viii. Avoid damage to property.
- ix. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

C. Holidays: Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Thursday or Friday Collection falls on or after a holiday, Collection for that day will be collected on the previous Wednesday. The Contractor shall publish a yearly calendar including alternate collection days, with assistance from the City.

D. Weighing of Loads: Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected recyclable material from the City of New Carrollton. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file for at least three (3) years and made available for inspection upon request by the City.

E. Severe Weather: The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. If collections are so postponed, the Contractor shall notify the City's designated contact person via telephone or email. Upon postponement, collection will be made on the next business day.

- F. Missed Collections: The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 3:30 p.m. on the following business day.
- G. Customer Complaints: Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 8:00 a.m. and 3:30 p.m. on weekdays, except holidays. The Contractor shall receive calls from the City of New Carrollton Public Works department that are collected at the Public Works Office.
- H. Quarterly Reports: The Contractor will submit to the County quarterly reports the Contractor shall include the following information quarterly: Total quantities of recyclable materials collected, by material type (in tons). Quarterly reports shall be due to the County by the 15th day of January, April, July and October.
- I. Lack of Adequate Market Demand: In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular recyclable material, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall give the City as much notice as possible, in writing, about such market condition changes. The City and Contractor shall agree on a date in a written contract amendment to cease collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. There shall be no additional cost to the City for disposal of these recyclable materials.

Note: The above list is complete to the best of the City's knowledge. If a bidder feels there are additional tasks or steps required, please include those in your submission. It is the City's intent to enter into a contract for the collection of recyclable materials from all single family residential units in the City, once per week, and for the proper disposal thereof.

Additional Responses Required in Proposals:

Bidders shall submit pricing for a two (2) year contract with the possibility of three (3) additional one (1) year extensions.

Bidders shall submit pricing for the cost of Toters, in the event that residents require a Toter during the contract period.

The successful bidder will be required to obtain all permits and licenses required to perform the services requested, and to post all required bonds or letters of credit. The successful bidder must conform to all applicable laws and ordinances regulating the collection and disposal of recyclable materials.

All references in this RFP to the County are references to Prince George's County, Maryland.

4. PROPOSAL REQUIREMENTS AND SCHEDULE

A. Required Information

Proposals must provide the following information:

1. **Contract Manager.** Identification of the Contract Manager, as well as their phone number, email address and mailing address.
2. **Subcontractors.** A list of all firms who may be used as subcontractors for this Contract. Include information relating to the experience of each firm identified and three references for each firm identified.
3. **Contract Scope.** A description of the firm's understanding of the Contract and proposed scope.
4. **Cost.** The cost to provide the services requested in the RFP. Please provide a per-house and total price.

B. Pre-bid Conference

The City will hold a pre-bid conference on May 22, 2019 in the City Municipal Center to discuss the project. The pre-bid conference is not mandatory, but it is strongly suggested that interested contractors attend. Please reply to bcochran@newcarrolltonmd.gov if you plan to attend.

C. Response Deadline

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at bcochran@newcarrolltonmd.gov by 5:00 p.m. on Wednesday, May 29, 2019. Answers will be uploaded to the City's bid website and eMaryland Marketplace by 5:00 p.m. on Friday, May 31, 2019. Bidders are expected to retrieve answers from the City's website and include acknowledgement as an appendix in the proposal.

Proposals are due at the Office of the City Administrative Officer, 6016 Princess Garden Pkwy, New Carrollton, Maryland 20784 by 4:00 p.m. Friday, June 7, 2019. The envelopes containing the proposal should be sealed and marked "Residential Recycling Collection Proposal".

D. Anticipated Project Schedule

RFP Posted	Wednesday, May 15, 2019
Pre-Bid Conference	Wednesday, May 22, 2019
Questions Due:	Wednesday, May 29, 2019 by 5:00 p.m.
Responses Posted:	Friday, May 31, 2019 by 5:00pm
Receipt of Proposals:	Friday, June 7, 2019 by 4:00 p.m.
Presentation to Council	Monday, June 17, 2019 @ 7:00 p.m.

Anticipated Award of Contract:
Expected Contract Start Date:

Wednesday, June 19, 2019 @ 7:00 p.m.
July 1, 2019

E. Schedule Of Rates

Proposed rates must be lump sum amounts for the contract. Rates will be in effect for the term of the Contract.

F. Execution Of Contract

The successful bidder is expected to sign a contract in substantially the same form as that included in this RFP, with terms acceptable to the City.

G. Public Access To Responses To RFP

Procurement information, including responses to RFPs, shall be a public record to the extent provided in the Maryland Public Information Act, Md. Ann. Code, General Provisions Article, Title 4 “Public Information Act”, and shall be available to the public as provided in such statute. Should a bidder contend that their proposal or a portion thereof contains confidential information, they should clearly identify which portion of their proposal should be treated as confidential and state the reason why it is confidential citing to the applicable provision(s) of the Maryland Public Information Act and decisions interpreting the Act. Bidders shall not make blanket assertions that the entirety of their submission is confidential. The City reserves the right, within the parameters of the Act, to determine that an item does not meet the appropriate criteria to be considered a confidential item and will so inform the bidder in writing of its determination.

H. Terms

The use of the term “proposal” herein shall mean the same thing as the term “bid”, and the two words shall be interchangeable.

END OF THIS SECTION – RFP CONTINUES ON NEXT PAGE

5. INSTRUCTIONS TO BIDDERS

A. **BIDS:** Instruction forms and specifications may be obtained in person at the Office of the City Administrative Officer, New Carrollton City Municipal Center, 6016 Princess Garden Parkway, Maryland 20784 or downloaded from the City website or eMaryland Marketplace. Sealed bids will only be accepted by the City if submitted in accordance with these instructions, the General Conditions and any other attached bid documents.

B. **QUALIFICATIONS OF BIDDERS:** The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose that the City may request.

C. **REQUIRED ATTACHMENTS TO BIDS:** Each bid shall be accompanied by the following forms which are attached herewith:

- a. Americans with Disabilities Act
- b. Drug Free Workplace
- c. Equal Opportunity Employer
- d. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;

D. **ACCEPTANCE OR REJECTION OF BIDS RESERVATIONS:** The City will accept or reject bids within sixty (60) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the City's sole discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget and scheduling constraints.

E. **NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:** The successful Bidder agrees to sign a contract in substantially the form included in the Request for Proposals (except that certain additional provisions may be required of non-corporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of its bid security and/or his award of bid.

F. **BID WITHDRAWALS:** Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its bid for a period of sixty (60) days after the opening of bids.

G. **ADDENDA:** Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof.

H. **SPECIFICATIONS:** Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the City before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

Attachment A**AMERICANS WITH DISABILITIES ACT CERTIFICATION**

1. The Americans with Disabilities Act (“ADA”) prohibits discrimination against qualified individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
2. The City has published a statement to its employees that it does not discriminate in employment on the basis of any disability covered by the ADA and that such discrimination is prohibited in the City’s workplace. The City has also communicated to its employees the actions that may be taken against them for violation of this policy.
3. The Contractor is required to advise every employee of his or her rights under the ADA, including his or her right to be free from unlawful employment discrimination based on a covered disability.
4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they must abide by the terms of the ADA.

Bidder: _____ (Print Name of Firm)

Address: _____

City/State/Zip: _____

By: _____ (Signature of Person Authorized to Sign Bid)

_____ (Print Name and Title of Person Authorized
to Sign Bid)

Attachment B**DRUG FREE WORKPLACE CERTIFICATION**

1. The City has published a statement to its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace. The City has also communicated to its employees the actions that will be taken against employees for violation of this policy.
2. Further, the City also informs employees of the dangers of drug abuse in the workplace; the City's policy of maintaining a drug free workplace; drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. The Contractor is required to give any employee to be engaged in the performance of this contract a copy of the statement that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace".
4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they:
 - a. must abide by the terms of this statement; and
 - b. must notify their employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The Contractor must notify the City in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Contractor must take one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is convicted of a criminal drug statute:

- a. Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Contractor must make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Bidder: _____ (Print Name of Firm)

Address: _____

City/State/Zip: _____

By: _____ (Signature of Person Authorized to Sign Bid)

(Print Name and Title of Person Authorized to Sign Bid)

Attachment C
EQUAL OPPORTUNITY EMPLOYER

I hereby affirm that this company does not discriminate in any manner against any employee or applicant for employment because of race, creed, color, sex or national origin.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State/Zip: _____

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person
Authorized to Sign Bid

Attachment D**STATEMENT UNDER OATH TO ACCOMPANY BID**

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS

Name of Bidder-Type/Print_____
By: _____
Signature of Person Authorized to Sign_____
Name and Title of Signatory (Type or Print)

STATE OF _____

COUNTY OF _____, TO WIT:

On this ____ day of _____ 20 __, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

INFORMATION ABOUT THE CONTRACT YOU WILL SIGN

What follows is a sample agreement that illustrates the type of contract agreement you will be asked to sign if yours is the successful proposal.

SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between THE CITY OF NEW CARROLLTON, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and _____, a Maryland corporation, whose principal place of business is located at _____ hereinafter referred to as “Contractor”.

In consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Contractor shall provide the following services for the City: **the collection of recyclable materials from all single-family residential units in the City one time per week over the course of two days, specifically, Thursdays and Fridays, and the proper disposal of all recyclable materials collected**, as well as all other work that is reasonably required to complete the services, whether or not specifically requested by the City (“the Services”). The Services shall be provided as detailed in the Contract Documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference and are as fully a part of the Agreement as if set forth herein:

- | | |
|-----------------------------|-------|
| (1) Request for Proposal | _____ |
| (2) Instructions to Bidders | _____ |
| (3) General Conditions | _____ |

- (4) ADA Certificate _____
- (5) Drug-Free Workplace Form _____
- (6) Equal Opportunity Employer Form _____
- 7) Statement Under Oath to Accompany Bid _____
- (8) Bid Proposal _____
- (9) Insurance Certificate _____
- (10) Performance Bond *(if required)* _____
- (11) Payment Bond *(if required)* _____

Where there is a conflict between any of the Contract Documents and this Agreement, the language of this Agreement shall govern. In the event of conflict between any of the terms of the Agreement and any Federal, State or local law or regulation, the Federal, State or local law or regulation shall govern. The Contract Documents constitute the entire understanding of the parties and supersede any prior proposals or agreements or oral discussions:

The Contractor agrees to accept the City's schedule. Contractor agrees to commence the Services on July 1, 2019.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the "Contractor's Equipment").

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all services required by this Contract as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Contract.

ARTICLE III. FEE FOR SERVICES

The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement a sum not to exceed

(\$) payable in the following manner: monthly upon receipt of an invoice for services properly rendered, including a separate billing for all applicable tipping fees._

Partial billings may be approved at the sole discretion of the City.

Furthermore, except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

ARTICLE IV. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

A. Be responsible for the residential recycle pickup and disposal.

B. Contractor shall, without any additional expense to the City, be responsible for complying with all applicable Federal, State, and County laws, codes and regulations relating to the Services to be provided, including but not limited to obtaining licenses required to perform

the services herein contracted for and those relating to wage rates and use of materials made in the United States.

D. Attend meetings with City or persons designated by City as necessary for the successful provision of the Services required by this Agreement.

E. Be responsible directly to the City Administrative Officer or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions to this Agreement requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrative Officer.

ARTICLE V. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the Contract Documents, the City Administrative Officer, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City

Administrative Officer's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrative Officer's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrative Officer's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE VI. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than fourteen (14) days' written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

B. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

ARTICLE VII. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince

George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE VIII. CHANGES

A. The City Administrative Officer may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the Mayor.

B. Any other written order from the City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Any and all change orders must be approved by the City in advance of the work being performed in order for the Contractor to be entitled to additional compensation therefor.

D. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

E. If any change approved under this Section causes an increase or decrease in the cost of the performance of any part of this Agreement, an equitable adjustment shall be made, and the Agreement modified in writing accordingly.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE IX. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Accordingly, this Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. Neither party shall assign or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE X. INSURANCE

The Contractor covenants to maintain all applicable insurance in such amounts and form as are determined from time to time to be appropriate in the sole and absolute discretion of the City. The Contractor further agrees to provide evidence of such insurance upon signing this Agreement. The Certificates of Insurance shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the City with the Certificates. All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. **Personal injury liability** insurance with a limit of **\$1,000,000.00** for each occurrence and **\$1,000,000.00** aggregate, where insurance aggregates apply:

2. **Property damage liability** insurance with limits of **\$500,000.00** for each occurrence and **\$1,000,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

3. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

- (a) Bodily injury liability with minimum limits of \$500,000.00 each person and \$1,000,000.00 each accident;
- (b) Property damage liability with a minimum limit of \$100,000 each accident.

Insurances shall provide for a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible.

ARTICLE XI. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys' fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Services covered by the terms of this Agreement.

ARTICLE XIV. DOING BUSINESS IN MARYLAND

Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

ARTICLE XV. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for three (3) years following the date of completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or

oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS/ATTEST:

(Name of Contractor)

BY: _____
(Signature of Person Authorized to Sign)

NAME: _____
(Typed Name of Signatory)

TITLE: _____
(Typed or Printed)

TELEPHONE NO.: _____

EMAIL ADDRESS: _____

FEDERAL ID NO.: _____

WITNESS/ATTEST:

CITY OF NEW CARROLLTON

BY: _____

NAME: _____

TITLE: _____

END OF SAMPLE AGREEMENT